

## Oil Spill

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**From:** Caroline Adams  
**Sent:** Tuesday, June 11, 2019 9:52 AM  
**To:** Pector, Michelle  
**Subject:** RE: Final Demand for Return of PAM's Data and Money

Michelle, as a reminder, the contract expressly provides for destruction. Meridian remains willing to return or destroy the confidential information immediately. Gathering, collection, and the time spent is not contemplated under the services agreement other than "as an additional service" and fee is associated with the additional service. If you believe this is in error, and can assert a clause in the contracts that proves otherwise, please let me know. According to PAM, tomorrow is the last day of the contract and PAM will have effectively terminated the contract. Please know that Meridian remains willing to cooperate in any way pursuant to the agreement. A litigation hold prevents destruction until litigation ceases. Please know that we are agreeable to either option. Meridian has always provided excellent service and placed importance on PAM as a client. Meridian remains willing and able to work with PAM to return the data. However, Meridian is a business and the time and expense is an additional service contemplated under the contract. This is very important and please advise how PAM wishes to proceed.

Meridian does dispute that it was not providing a service to PAM. PAM's employees continue to request assistance after the ongoing theft and breach was blatant.

**Caroline E. Adams**  
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**From:** Pector, Michelle [mailto:michelle.pector@morganlewis.com]  
**Sent:** Monday, June 10, 2019 8:02 AM  
**To:** Caroline Adams  
**Subject:** Final Demand for Return of PAM's Data and Money

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Caroline,

I have not received a response from you to the inquiry below. Accordingly, in connection with the prior notices provided to you and the verbal notice provided to Chris LeBlanc during his deposition last week, you are reminded that Meridian does not have authority or permission to destroy any of PAM's data and is again requested to immediately return such data, of which Meridian is in unlawful possession.

Despite countless requests now, Meridian has failed to return any of PAM's data, including among other things, customer lists, vendor lists and other information in Q1, which both Mr. LeBlanc and Mrs. Markert testified is confidential information that belongs to PAM, not Meridian. Mrs. Markert also testified that customer lists are a trade secret.

Meridian's refusal to return PAM's data and retain it without authorization is actionable and of significant concern. Further, Meridian's intentional decision to hold PAM's data hostage unless PAM pays a manufactured \$8500 invoice that Mr. LeBlanc could not substantiate in his deposition is wholly unjustified.

To be clear, returning PAM's data, which Meridian has no right to be in possession of does not constitute a service that Meridian can charge PAM for and does not give Meridian a right to retain or deprive PAM from access to PAM's data. As Meridian is aware and the testimony of its witnesses confirm, Meridian is not providing any services to PAM or the other PAM Defendants.

Based on the foregoing, final demand is made for the immediate return of PAM's data, which Meridian has misappropriated as well as the amount of \$45,870,97.00, which Meridian owes PAM. To the extent Meridian fails to do the same, PAM will have no choice but to exercise the full scope of its available legal remedies to address this matter.

Please immediately forward this email on to Chris LeBlanc – the majority owner and CEO of Meridian.

Best regards,  
Michelle

**Michelle Pector**

**Morgan, Lewis & Bockius LLP**

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**From:** Pector, Michelle

**Sent:** Thursday, May 30, 2019 4:07 PM

**To:** Caroline Adams <[Cadams@txattorneys.com](mailto:Cadams@txattorneys.com)>

**Subject:** RE: 2019.5.30 SBAA B & D Response

What provision and in what contract does Meridian rely on for the statement that it can delete data? As PAM as previously instructed Meridian, the data should be returned not deleted.

**Michelle Pector**

**Morgan, Lewis & Bockius LLP**

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**From:** Caroline Adams <[Cadams@txattorneys.com](mailto:Cadams@txattorneys.com)>

**Sent:** Thursday, May 30, 2019 2:24 PM

**To:** Pector, Michelle <michelle.pector@morganlewis.com>

**Subject:** 2019.5.30 SBAA B & D Response

[EXTERNAL EMAIL]

Please see the attached.

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